

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 PERFORMANCE BASED SERVICES CONTRACT**

This is a Request for Proposal (RFP) for a Performance Based Services Contract. The Contractor shall provide the services required in SECTION C – DESCRIPTION/SPECIFICATION/WORK STATEMENT at the prices proposed in this Section B.

B.2 TYPE OF CONTRACT

Firm Fixed Price, Performance Based Services Contract.

B.3 SUPPLIES OR SERVICES AND PRICES/COSTS

The Offeror shall fill in the proposed unit price and total price for each Subline Item Number (SLIN) and the total price for each Contract Line Item Number (CLIN) in the table on the next page for the Base Year and each Option Year.

BASE PERIOD

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0001	<u>Technical / Management Activities</u>				
0001A	Supervisor and Customer Service Representative Training	1	Lot	\$	\$
0001B	Supervisor and CSR Management	1	Lot	\$	\$
0001C	Detailed Reporting	1	Lot	\$	\$
	Total Price for Item 0001				\$
0002	<u>CSR Activities</u>				
0002A	To respond to Telephone communications	1	Lot	\$	\$
0002B	To respond to Voicemail communications	1	Lot	\$	\$
0002C	To respond to Electronic Mail	1	Lot	\$	\$
0002D	To respond to Fax communications	1	Lot	\$	\$
0002E	To respond to Postal Mail communications	1	Lot	\$	\$
0002F	To respond to Returned mail	1	Lot	\$	\$
0002G	To respond to Walk-up Customers	1	Lot	\$	\$
	Total Price for Item 0002				\$
	Total Price for Basic Items (0001 and 0002)				\$

OPTION PERIOD ONE

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0003	<u>Technical / Management Activities</u>				
0003A	Supervisor and Customer Service Representative Training	1	Lot	\$	\$
0003B	Supervisor and CSR Management	1	Lot	\$	\$
0003C	Detailed Reporting	1	Lot	\$	\$
	Total Price for Item 0003				\$
0004	<u>CSR Activities</u>				
0004A	To respond to Telephone communications	1	Lot	\$	\$
0004B	To respond to Voicemail communications	1	Lot	\$	\$
0004C	To respond to Electronic Mail	1	Lot	\$	\$
0004D	To respond to Fax communications	1	Lot	\$	\$
0004E	To respond to Postal Mail communications	1	Lot	\$	\$
0004F	To respond to Returned mail	1	Lot	\$	\$
0004G	To respond to Walk-up Customers	1	Lot	\$	\$
	Total Price for Item 0004				\$
	Total Price for Basic Items (0003 and 0004)				\$

OPTION PERIOD ONE (Continued)

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	<u>(Optional Enhancement, See Section C.10) Expand hours to 24x7x365</u>				
*0005	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0006	Additional Cost for CSR Activities	12	Month	\$	\$
	<u>(Optional Enhancement, See Section C.10) Provide bonded CSRs</u>				
*0007	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0008	Additional Cost for CSR Activities	12	Month	\$	\$
	<u>(Optional Enhancement, See Section C.10) Provide multi-lingual CSRs</u>				
*0009	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0010	Additional Cost for CSR Activities	12	Month	\$	\$
	Total Price for Option Items (0005 through 0010)				\$
	GRAND TOTAL OPTION PERIOD ONE (Items 0003 through 0010)				\$

* Option Item(s), see clause H.5

OPTION PERIOD TWO

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0011	<u>Technical / Management Activities</u>				
0011A	Supervisor and Customer Service Representative Training	1	Lot	\$	\$
0011B	Supervisor and CSR Management	1	Lot	\$	\$
0011C	Detailed Reporting	1	Lot	\$	\$
	Total Price for Item 0011				\$
0012	<u>CSR Activities</u>				
0012A	To respond to Telephone communications	1	Lot	\$	\$
0012B	To respond to Voicemail communications	1	Lot	\$	\$
0012C	To respond to Electronic Mail	1	Lot	\$	\$
0012D	To respond to Fax communications	1	Lot	\$	\$
0012E	To respond to Postal Mail communications	1	Lot	\$	\$
0012F	To respond to Returned mail	1	Lot	\$	\$
0012G	To respond to Walk-up Customers	1	Lot	\$	\$
	Total Price for Item 0012				\$
	Total Price for Basic Items (0011 and 0012)				\$

OPTION PERIOD TWO (Continued)

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	<u>(Optional Enhancement, See Section C.10) Expand hours to 24x7x365</u>				
*0013	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0014	Additional Cost for CSR Activities	12	Month	\$	\$
	<u>(Optional Enhancement, See Section C.10) Provide bonded CSRs</u>				
*0015	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0016	Additional Cost for CSR Activities	12	Month	\$	\$
	<u>(Optional Enhancement, See Section C.10) Provide multi-lingual CSRs</u>				
*0017	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0018	Additional Cost for CSR Activities	12	Month	\$	\$
	Total Price for Option Items (0013 through 0018)				\$
	GRAND TOTAL OPTION PERIOD TWO (Items 0011 through 0018)				\$

* Option Item(s), see clause H.5

OPTION PERIOD THREE

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0019	<u>Technical / Management Activities</u>				
0019A	Supervisor and Customer Service Representative Training	1	Lot	\$	\$
0019B	Supervisor and CSR Management	1	Lot	\$	\$
0019C	Detailed Reporting	1	Lot	\$	\$
	Total Price for Item 0019				\$
0020	<u>CSR Activities</u>				
0020A	To respond to Telephone communications	1	Lot	\$	\$
0020B	To respond to Voicemail communications	1	Lot	\$	\$
0020C	To respond to Electronic Mail	1	Lot	\$	\$
0020D	To respond to Fax communications	1	Lot	\$	\$
0020E	To respond to Postal Mail communications	1	Lot	\$	\$
0020F	To respond to Returned mail	1	Lot	\$	\$
0020G	To respond to Walk-up Customers	1	Lot	\$	\$
	Total Price for Item 0020				\$
	Total Price for Basic Items (0019 and 0020)				\$

OPTION PERIOD THREE (Continued)

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	<u>(Optional Enhancement, See Section C.10) Expand hours to 24x7x365</u>				
*0021	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0022	Additional Cost for CSR Activities	12	Month	\$	\$
	<u>(Optional Enhancement, See Section C.10) Provide bonded CSRs</u>				
*0023	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0024	Additional Cost for CSR Activities	12	Month	\$	\$
	<u>(Optional Enhancement, See Section C.10) Provide multi-lingual CSRs</u>				
*0025	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0026	Additional Cost for CSR Activities	12	Month	\$	\$
	Total Price for Option Items (0021 through 0026)				\$
	GRAND TOTAL OPTION PERIOD THREE (Items 0019 through 0026)				\$

* Option Item(s), see clause H.5

OPTION PERIOD FOUR

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
0027	<u>Technical / Management Activities</u>				
0027A	Supervisor and Customer Service Representative Training	1	Lot	\$	\$
0027B	Supervisor and CSR Management	1	Lot	\$	\$
0027C	Detailed Reporting	1	Lot	\$	\$
	Total Price for Item 0027				\$
0028	<u>CSR Activities</u>				
0028A	To respond to Telephone communications	1	Lot	\$	\$
0028B	To respond to Voicemail communications	1	Lot	\$	\$
0028C	To respond to Electronic Mail	1	Lot	\$	\$
0028D	To respond to Fax communications	1	Lot	\$	\$
0028E	To respond to Postal Mail communications	1	Lot	\$	\$
0028F	To respond to Returned mail	1	Lot	\$	\$
0028G	To respond to Walk-up Customers	1	Lot	\$	\$
	Total Price for Item 0028				\$
	Total Price for Basic Items (0027 and 0028)				\$

OPTION PERIOD FOUR (Continued)

CLIN	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
	<u>(Optional Enhancement, See Section C.10) Expand hours to 24x7x365</u>				
*0029	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0030	Additional Cost for CSR Activities	12	Month	\$	\$
	<u>(Optional Enhancement, See Section C.10) Provide bonded CSRs</u>				
*0031	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0032	Additional Cost for CSR Activities	12	Month	\$	\$
	<u>(Optional Enhancement, See Section C.10) Provide multi-lingual CSRs</u>				
*0033	Additional Cost for Technical / Management Activities	12	Month	\$	\$
*0034	Additional Cost for CSR Activities	12	Month	\$	\$
	Total Price for Option Items (0029 through 0034)				\$
	GRAND TOTAL OPTION PERIOD FOUR (Items 0027 through 0034)				\$
	GRAND TOTAL BASIC PERIOD PLUS OPTION PERIODS ONE THROUGH FOUR (Items 0001 through 0034)				\$

* Option Item(s), see clause H.5

SECTION C- DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 PROGRAM DESCRIPTION

The USPTO Contact Center (UCC) is the front-line customer service center for the United States Patent and Trademark Office – and responds to public inquiries seeking information on a variety of USPTO programs and services. The goal of the UCC is to “effectively and efficiently provide customers with responses to their requests” – in a courteous and professional manner.

The UCC currently supports the following specific functions:

- a. **Responding to general information inquiries** – One of the key functions of the UCC is to serve as the front-line for the general public who seek “general information” on the USPTO; approximately 30% of the calls that come to the UCC are of this type. Members of the public wanting such information usually call one or both of two telephone numbers for assistance: by calling 800 PTO-9199 (800 786-9199) or 703 308-HELP (703 308-4357), the caller may opt to talk to a UCC Customer Service Representative (CSR) who will: answer general questions using the available knowledgebase, USPTO website (www.uspto.gov) or other reference material; recommend resources available on the USPTO website; offer to mail applicable standard printed materials to the caller; or refer the caller to a local Patent & Trademark Depository Library (PTDL) for additional assistance. When customers require printed publications, as provided in the UCC approved literature list, an order is prepared by the contractor and submitted for fulfillment. UCC Customer Service Representatives also respond to customer inquiries and requests for information received via e-mail to usptoinfo@uspto.gov, via postal mail to the UCC’s mailing address (or from another USPTO business area that is deemed as “general”), via voicemail on the 1-800 phone line and via a walk-up window in the USPTO Public Search Facility (PSF).
- b. **Directing detailed public inquiries to the correct USPTO business area** – The UCC is also relied on as the front-line to handle detailed questions by the general public – on the patent or trademark process, or on specifics of a submitted patent or trademark document. In these cases, the UCC CSR determines the nature of the customer’s problem and transfers them to the correct secondary USPTO call center or business area for further servicing. The UCC generally transfers 70% of the incoming calls to other areas in the USPTO.
- c. **Serving as a backup to other agency contact centers and business areas** – The UCC is occasionally used as a “backup” facility to handle calls that either cannot be answered by another business area or call center – for example, after hours coverage or “Dial 0 for further assistance” options on employee voicemails. This accounts for a small percentage of the inbound volume into the UCC; all of this volume is generally re-transferred to another business area.

The USPTO has contracted out the staffing of this center since 1996. In FY2004, the UCC handled approximately 300,000 phone calls, 50,000 emails and smaller volumes of voice mail, faxes, postal mail and returned mail. The UCC is currently located onsite at the USPTO’s Alexandria, VA office.

The USPTO Contact Center’s functions are supported by the following customer service systems:

- The Enterprise Contact Center (ECC) system: this system provides automatic call distribution (ACD) and interactive voice response (IVR) services to the USPTO and its customers. The USPTO Contact Center uses the ECC system to queue and route callers to its CSRs.
- The USPTO Customer Contact Management System (UCCMS): this system provides customer service / customer relationship management services to the USPTO and its customers. The USPTO Contact Center uses the UCCMS system to log all of its customer requests / problems

and all actions taken by the CSR to resolve the request/problem. The UCCMS system is also used as the central knowledgebase for the UCC CSRs.

The Contractor shall utilize these systems, provided by the Government, to track all customer requests – and to track their fulfillment of the requests.

C.2 PURPOSE / SCOPE

The USPTO seeks to establish a contractor-staffed, multi-channel contact center to support the operation of the USPTO Contact Center. The contractor will provide the USPTO with Customer Service Representatives (CSRs) and Customer Service Supervisors to provide the customer service functions of the USPTO Contact Center and will provide analysts / managers to effectively manage the CSRs and Supervisors to the performance expectations of the USPTO Contact Center. The contractor-provided CSR and Supervisor staff shall be located onsite in Government-furnished facilities at the USPTO headquarters, in Alexandria, VA. Contractor analysts and managers shall be located offsite in Contractor-furnished space. If the contractor analysts require access to USPTO systems for reporting purposes, the USPTO will allow the analysts to access the required systems. The USPTO expects to provide no more than twenty (20) physical seats in its call center facilities and two (2) physical seats in its public search facility for use by the UCC staff.

The Contractor shall furnish the necessary personnel, equipment, supplies and services to meet the requirements described in this Statement of Work (SOW). The Contractor shall perform all management functions, as described in the SOW, to operate and manage the contact center staff and associated services to meet the needs of the Government. When requested, the Contractor shall provide any additional services described in the contract, expand the services to support new requirements, and/or provide any special project support needed to analyze, plan, implement, operate, and manage special customer support services that may be needed to meet the evolving needs of the Government.

C.3 OBJECTIVES

Through this task, the UCC expects to achieve the following objectives:

- a. Provide USPTO customers with timely, effective, courteous and professional responses to their inquiries / requests
- b. Reduce the burden of misdirected calls on USPTO business areas and their “secondary” call centers
- c. Provide increased capability to measure, understand and control the delivery of customer service to meet the evolving needs of the USPTO’s customers
- d. Provide increased capability for the UCC to work with the other USPTO contact centers to foster efficient use of knowledge and resources in the delivery of USPTO information and services
- e. Provide detailed information to allow the USPTO to control customer service and information dissemination costs

C.4 TRANSITION AND START-UP

The Contractor shall complete the transition of the existing UCC operations to its staff in accordance with its Transition Plan required under Section L.4.A.6 of the RFP. The transition shall be completed within thirty (30) days after the issuance of the contract award. The incumbent UCC contractor has onsite staff at the USPTO's main facility in Alexandria, VA and offsite staff at their corporate location in Alexandria, VA.

After contract award and prior to the actual contract performance date, Key Personnel, all Supervisors and, at the contractor's discretion, Customer Service Representatives – shall attend a 3-day Government-provided on-site orientation and training. Time spent by the contractor staff during the training period shall not be compensated by the Government.

During the remainder of the 30-day period, the contractor shall implement its migration project plan submitted under its Transition Plan and shall perform all preparatory work to staff the new contact center. The Government will work with both the incumbent and the successor Contractor and anticipates no more than thirty (30) days for full transition.

Government personnel will closely monitor the Contractor's effort to ensure a successful launch. Based on the Contractor's ability and expert advice on transitioning the work volume, the government reserves the right to coordinate with the contractor to achieve a staffing plan that minimizes disruption of the existing services and seamlessly transitions the customer base and work volumes to the Contractor.

C.5 UCC WORK FLOW

The UCC is the front-line customer service center for the United States Patent and Trademark Office – and responds to public inquiries seeking information on a variety of USPTO programs and services – as described in Section C.1 of this Statement of Work.

The Contractor is expected to manage the workflow processes and make adjustments, with USPTO approval, from time to time to ensure performance objectives are met.

For all public inquiries, the Contractor shall meet the efficiency, quality, consistency/accuracy, and overall customer service / customer satisfaction objectives outlined in Section C.8.

C.6 UCC WORK VOLUME

The UCC's historical work volumes for the various activities are provided in Attachment C to this Statement of Work.

C.6.1 Work Volume Impact

Future UCC work volumes may be greater than or less than what our current work volume trends predict. The Government will notify the Contractor of any known, or anticipated, impact to work volumes. The Government anticipates that the following events may have an impact on work volumes:

- a. The USPTO has recently started a "Call Center Improvement" effort that will improve how customer service is coordinated amongst the agency's various Patents, Trademarks, Finance, HR and general/other call centers. This effort will likely have an impact on the work volumes / functions of the UCC – but the extent has yet to be determined.

- b. The volume of email inquiries may increase as the USPTO further explores the use of email as an acceptable way to communicate with citizens. The extent of the impact, however, is unknown at this time.
- c. The USPTO has consistently been improving the number of eGov applications – and “E-Services” available on the agency’s website: www.uspto.gov. The launch of each new USPTO “E-Service” will likely have an impact on the UCC’s work volume.
- d. The Government may elect to furnish its own automated voice response services (e.g., IVR or equivalent, enhanced call routing). The use of such services may impact the call volume and type of call going to the UCC.
- e. The Government may leverage the UCC capabilities to serve as a backup site to other USPTO contact centers during periods of high call volumes or in the event of an emergency, disaster, or service outage. It is not known at this time the frequency, magnitude, or duration of such support.

C.7 HOURS OF OPERATION

The Contractor shall provide CSRs and appropriate management support to respond to customer inquiries during the UCC hours of operation, which are currently from 8:30 a.m. to 8:00 p.m. (Monday to Friday except Federal Holidays) and during the Public Search Facility hours of operation, which are currently from 8:00 a.m. to 8:00 p.m., (Monday to Friday except Federal Holidays). The contractor is also directed to Clause H.3 for instructions concerning Government Holidays and inclement weather conditions.

The Contractor shall be sufficiently prepared to provide customer assistance at the opening time of the facility. The Contractor shall also ensure that calls that have entered the USPTO’s call queues before the closing time of the facility are answered, even if it requires the Contractor to staff the facility past its closing time.

The Contractor may perform work that does not require customer response during non-business hours (e.g., data quality checks on problem logs, transcribing voice mail messages, etc.), provided that such an arrangement does not adversely affect performance objectives and the Government’s ability to communicate its needs with the Contractor. Contractor must ensure that on-call management support is provided as necessary during non-business hours.

C.8 CALL CENTER SERVICES REQUIREMENTS

The Contractor shall furnish the necessary personnel, equipment, supplies, and services to support the operation of the UCC as outlined in this Statement of Work with the exception of Government Furnished Property/Information listed in clause H.13. Additionally, the contractor is directed to Attachment G, “Suggested Minimum Hardware Configuration”, for guidance concerning the equipment to be furnished by the contractor.

C.8.1 Technical/Management Activities

The Contractor shall provide all required technical and management services to support all UCC activities as described in this section.

C.8.1.1 Supervisor and Customer Service Representative Training

Upon completion of the transition/phase-in period, the contractor shall be responsible for training all of the personnel who will provide services to the USPTO. The contractor shall be responsible for identifying all training deficiencies of their staff – and finding the appropriate training classes, materials, venues, etc. for the

agent and/or supervisor training. The USPTO will not reimburse contractor for training time, except in the following circumstances:

- Training on new versions of USPTO customer service systems
- Training on new customer service processes (if changed after launch)

C.8.1.2 Supervisor and CSR Management

The contractor shall be responsible for performing all Supervisor and CSR recruitment, and on-going management functions deemed necessary for their adequate performance to the service level expectations of the USPTO Contact Center. This includes, but is not limited to: forecasting workload, scheduling of CSR resources, monitoring individual agent performance, and extracting reports from USPTO customer service systems.

C.8.1.3 Detailed Reports

- a. The Contractor shall provide call center with daily, weekly, monthly, quarterly and annual performance management reports in the electronic format directed by the Government and, when requested, in hard copy. These reports are detailed in Section F.5. Daily reports, when requested, are due the following business day. Weekly reports are due within two (2) business days after the conclusion of each week. Monthly reports are due within five (5) business days after the conclusion of each month. Specific report formats (Microsoft Word documents with Excel chart / table attachments), data elements (including but not limited to key performance indicator metrics), content, and frequency of reports shall be coordinated with and approved by the Government prior to the delivery of the reports.
- b. At the request of the USPTO, the contractor shall provide additional, detailed reports – such as detailed explanations of contractor performance per the objectives set by the Government.
- c. The Government reserves the right, during transition and for a 3 month period immediately after the Contractor assumes the UCC operation, or in cases of non-performance or unexpected surges or declines of work volume, to request more detailed and more frequent reporting at no additional cost to the Government until such time as workload or Contractor performance levels have stabilized and are in full compliance of contract requirements to the satisfaction of the Government.
- d. All items delivered to the government, including detailed reports shall become property of the government.

C.8.2 Customer Service Representative (CSR) Activities

The Contractor shall provide Customer Service Representatives (CSRs) to provide a variety of services and information to the customers of the USPTO, utilizing various customer communications channels, as outlined below.

C.8.2.1 Responsiveness and Efficiency

The contractor shall efficiently handle multi-channel communications for the USPTO – per the USPTO's service levels and practices, as outlined below:

C.8.2.1.1 For all telephone communications:

- a. The Contractor shall answer incoming **calls** to meet the USPTO's call service level of 80% answered in 20 seconds
- b. The Contractor shall efficiently respond to callers to meet the USPTO's quality, consistency and customer satisfaction goals (outlined below)

C.8.2.1.2 For all voicemails:

- a. The Contractor shall retrieve incoming **voice mails** to meet the UCC's established voicemail service level of 100% retrieved in 1 business day
- b. The Contractor shall efficiently respond to voice mail while meeting quality, consistency and customer satisfaction goals (outlined below)

C.8.2.1.3 For all electronic mail:

- a. The Contractor shall respond to incoming **electronic mail** (email) regarding patents, trademarks, publications, data quality, and products and services as sent to the General USPTO mailbox (usptoinfo@uspto.gov) to meet the USPTO's email service levels of 80% responded to in 1 business day, and 100% in 2 business days
- b. The Contractor shall efficiently respond to email to meet quality, consistency and customer satisfaction goals (outlined below)
- c. The Contractor shall adhere to established USPTO business practices, including, but not limited to, the strict use of only pre-approved responses in e-mail

C.8.2.1.4 For all fax communications:

- a. The Contractor shall respond to all incoming **facsimiles** to meet the facsimile service level agreement of 100% response in 2 business days
- b. The Contractor shall efficiently respond to facsimile requests to meet quality, consistency and customer satisfaction goals (outlined below)

C.8.2.1.5 For all postal mail communications:

- a. The Contractor shall answer incoming **postal mail** requests to meet the postal mail service level of 100% responded to in 5 business days
- b. The Contractor shall efficiently respond to postal mail requests to meet quality, consistency, and customer satisfaction goals (outlined below)
- c. The Contractor shall adhere to established USPTO business practices, including, but not limited to, the strict use of only pre-approved responses in postal mail

C.8.2.1.6 For all returned mail:

- a. The Contractor shall handle incoming **returned mail** to meet the returned mail handling service level of 100% resolved within 5 business days (returned mail "handling" involves: making three attempts to contact the customer to verify mailing address, via e-mail or phone over the 5 day period)
- b. The Contractor shall efficiently handle returned mail requests to meet quality, consistency, and customer satisfaction goals (outlined below)

C.8.2.1.7 For all walk-up window assistance:

- a. The Contractor shall answer public requests for assistance in the walk-up window of the Public Search Facility (PSF) during the operational hours of the PSF.
- b. The Contractor shall efficiently respond to customers to meet the USPTO's quality, consistency and customer satisfaction goals, as applicable below.

C.8.2.2 Data Quality / Analysis

The contractor shall ensure key customer and question/request information is captured for analysis and future customer service improvement, as outlined below:

C.8.2.2.1 Log detailed information on the customer's question/request

- a. If the customer is contacting the USPTO about a previously reported question/request, accurately identify the previously reported question
- b. For new questions/requests:
 - a) Accurately identify the "source" of the customer's request (email, phone, etc.)
 - b) Accurately categorize the question/request using the USPTO's three-level categorization system
 - c) Accurately summarize the customer's question/request in text

C.8.2.2.2 For follow-up purposes or in order to fulfill the customer's request, log information on the customer that has a question/request

- a. If the customer's record is presented, accurately confirm that it is the correct customer record, or
- b. If multiple customer records are presented, accurately identify the correct customer record, or
- c. If no record is presented, performing a query for the customer, or
- c. If the customer is new to the USPTO, accurately enter in the customer's information into the USPTO's customer contact management system (Name, Phone Number, Address, Type of customer). Ensure the address is "validated" by the system as a valid postal address; verify address with customer if the system does not validate

C.8.2.2.3 Log detailed information on every step taken to respond to the question/request

- a. Log an activity in the customer's problem record when a call, email, voice mail, fax, postal mail or returned mail is received
- b. Log an activity in the customer's problem record when an "approved" solution is found to the customer's problem, noting the solution that was used
- c. Log an activity in the customer's problem record if the question/request must be transferred, noting to which center the transfer takes place

C.8.2.2.4 Log detailed information on the resolution of the customer's problem

- a. Log an activity noting what resolution activity was performed (e.g. "provided canned response", "referred to PTDL", etc.)
- b. Set the status of the problem to the correct "Closure" status, depending on what resolution step you performed (e.g. "Closed on First Contact" if you've answered the problem the first time the customer has contacted the USPTO about the problem)

C.8.2.3 Consistency & Accuracy

The contractor shall ensure that customers get effective resolution to their problems/requests, as outlined below:

C.8.2.3.1 Answer General Information questions using a knowledge base of canned responses

- a. Effectively understand the nature of the customer's question(s)/request
- b. Effectively perform a keyword search in the call center system to quickly find the response to a customer's question(s)
- c. Ensure that only information in the solution text provided is delivered to the customer
- d. For phone calls, ensure information in the solution text is accurately and clearly read back to the customer

C.8.2.3.2 Mail or E-mail customers General Information publications that may answer several of their questions related to the Patent or Trademark process

- a. Effectively understand what content the customer is interested in
- b. Effectively identify which publication(s) will meet their needs
- c. For postal mail delivery, effectively submit a request to mail the correct publication(s) to the customer
- d. For email delivery, effectively send an outbound email to the customer with the attached electronic publications or electronic web link

C.8.2.3.3 Properly transfer a customer to a secondary call center or business area if the UCC cannot respond to the customer's question(s)

- a. Effectively understand the nature of the customer's question/request
- b. Clearly identify that no standard response was found in the solution search system – and hence the need to transfer
- c. Clearly identify the center to which the problem/request needs to be transferred to
- d. Clearly communicate to the customer that they are being transferred to a secondary center or to another business area for further assistance; ensure the customer knows to which center / business area they are being transferred
- e. Accurately transfer the customer to the appropriate secondary center or business area

C.8.2.3.4 Provide customers the location of and information on their nearest Patent and Trademark Depository Library (PTDL)

- a. Effectively perform a location search for PTDL(s) near to the customer's address
- b. Clearly communicate the telephone number of the PTDL to the customer

C.8.2.3.5 For returned mail only, ensure the following follow-up steps are taken

- a. Log the date/time the returned mail was received – and what the error was (e.g. "incorrect address", etc.)
- b. If the customer's phone number is logged in the system, contact the customer to determine their correct address
- c. If you are able to correct the customer's mail information, re-send the package to the customer
- d. If there is no customer phone number or you are unable to contact the customer, log this activity in the system ("Customer not found")

C.8.2.3.6 For walk-up requests only, the contractor shall ensure the customer's requests are fulfilled, which may involve, but should not be limited to:

- a. Referring the customer to the Security Office in the PSF lobby
- b. Providing general patent and trademark information utilizing USPTO web site information and handouts.
- c. Providing general information regarding the new United States Patent and Trademark Office Headquarters in Alexandria.
- d. Providing general information pertaining to the filing for both Patents and Trademarks.
- e. Logging in the UCCMS system how many customers visited the walk-up window in the PSF and how many publications were handed out during a particular day and hour.

C.8.2.4 Overall Customer Service and Customer Satisfaction

Ensuring customers are satisfied with the UCC response/action

C.8.2.4.1 For all customer contacts, ensure customers are served in a courteous manner in accordance with customer service best practices, including the following:

- a. An Opening Greeting is provided to all customers
- b. A courteous closing is provided to all customers
- c. All customers are spoken to in a welcoming and patient tone
- d. Customers are allowed to hang up the phone first

C.8.2.4.2 For all customer contacts, ensure customers are served in a professional manner in accordance with customer service best practices, including the following:

- a. Ensure all questions are asked in a professional manner
- b. If you need to put the customer on hold, ask and seek permission to being put on hold prior to going on hold
- a. If the customer is put on hold, they are advised what will be done while they are on hold to help them resolve their question / problem
- b. Customers are thanked after being on hold
- c. If you need to transfer the customer to another center, advise the customer what you are going to do and how the secondary center will "further assist" them. Avoid telling customers what you do and do not do; rather focus on how you can be of assistance to them.
- d. Customers are provided with the log number of their problem / request for follow-up purposes
- e. Verify with the customer that the response provided answers to their question or that the transfer to be performed is acceptable

C.8.2.4.3 Accurately identify the customer's willingness to participate in a survey or other follow-up / feedback activity

- a. Determine if the customer is willing to participate in a follow-up survey
- b. Accurately log the customer's survey/follow-up preference

C.8.2.4.4 For call agents only, appropriately identify if the customer is upset or needs to register a complaint

- a. Log the customer's complaint
- b. Transfer the customer to a supervisor for further assistance

C.8.2.4.5 For supervisors only, appropriately capture customer information for follow-up – when a customer is upset or registers a complaint and requires a follow-up

- a. If the customer is upset, work with the customer to correct the customer's current experience, if possible, to ensure they are satisfied with the information / service provided by the USPTO contact center
- b. Add detailed information on the nature of the complaint to the customer's complaint log
- c. If the complaint is related to a specific agent in the USPTO contact center, log the agent's name
- d. Verify the customer's contact information if a follow-up is required; specifically note what follow-up / resolution activity the customer is expecting
- e. Validate with the customer that you have appropriately captured their complaint
- f. Notify the USPTO of the newly created issue / complaint log

C.9 STAFFING/PERSONNEL

The Contractor shall provide trained personnel consistent with or capable of, but not limited to, the following:

- a. Program/Project Manager position filled with a person with four (4) years of successful management or equivalent experience, and in-process or completed certification from the Call Center Industry Advisory Council (CIAC) at the "Operations Manager" (CCOM) or "Strategic Leader" (CCSL) level.
- b. Supervisor position(s), each filled with a person with two (2) years of successful leadership or equivalent experience, and proof of formal call center supervisor or call center manager training and/or certification. Supervisors are to be scheduled in such a way that the Program/Project Manager or one of the Task Managers is present at all times that other contract personnel are scheduled to work.
- c. Customer Service Representatives (CSRs), each having, but not limited to, one (1) year successful service or equivalent, with knowledge of patent and trademark information, electronic application, and customer assistance interviewing techniques for appropriate service provision or transfer to, or referral to, the ultimate solution provider.
- d. Customer Service Analyst position filled with a person with one (1) year successful service or equivalent, with knowledge on call center / ACD reporting and analysis and customer service analytical techniques.
- e. Technical Writer to support UCC documentation requirements. These requirements consist of updates to the UCC customer support manual and assistance with procedural documentation.

The Contractor shall ensure that employees, including the Project Manager, performing work under this contract have the necessary training and experience in order to efficiently and effectively perform the work. The Government may furnish training to select, or all, employees of the Contractor as specified by the COTR. Project Manager and Supervisor(s) are designated as Key Personnel for the purposes of supporting this contract. All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Government shall be notified in writing of any proposed substitution at least 30 days in advance of the proposed substitution. The Contractor shall include a copy of the resume for the replacement personnel with the notification.

The following labor categories are illustrative of the type of staff required for this SOW. It is not required that the Contractor provide personnel with these exact titles; rather, personnel shall meet the requirements listed.

Project Manager

The Project Manager is the Contractor representative responsible for all of the services provided under this contract. He/she is responsible for contract administration and employees assigned to the contract. The Project Manager shall work closely with the COTR during the life of the contract. The Project Manager will be responsible for the contract, and for the timeliness and quality of services under the contract. The Project Manager shall have a record of conforming to contract requirements and good workmanship, a record of adhering to contract schedules, including the administrative aspects of and commitment to customer satisfaction, and a business-like concern for the interest of the customer. When the Project Manager cannot be present, an equally responsible individual shall be designated by the Contractor to be present on the site and fully empowered to act for the Project Manager/Contractor. The Project Manager or designated representative shall meet with the COTR and any other government personnel designated by the Contracting Officer to discuss immediate problem areas. The Project Manager or representative shall respond within four (4) working hours after notification of a problem.

Supervisor

The Supervisor is the Contractor representative responsible for day-to-day operational management of the CSR team(s) – to ensure the services of the UCC are being effectively provided to the UCC's customers. The Supervisor must possess a strong understanding of and experience in the management of call centers to set service levels – and must clearly understand call center performance metrics. The Supervisor will also be responsible for any quality monitoring of call center agents and for managing individual agents to the UCC's performance standards. The Supervisor should have 5 or more years of customer service experience, with at least 2 years of Supervisor / Team Lead experience in a live phone and email-based call center.

Customer Service Representative

The Customer Service Representatives (CSR) is the Contractor representative that will perform day-to-day services associated with this Statement of Work. The CSR will provide courteous and professional customer service to the UCC's customers, supporting them by following defined UCC processes, including: answering general Patent and Trademark questions using a knowledgebase of information, transferring the customer to appropriate secondary USPTO call centers, sending a general information publication to the customer, or referring the customer to a local Patent and Trademark Depository Library (PTDL). The CSR will be responsible for clearly documenting all of the questions / requests that are presented to them – as well as all of the steps they take through resolution of the problem, as outlined in this SOW. The CSR should have at least 2 years of customer service, including a minimum of 1 year phone and/or email call center experience, 1 year of face-to-face customer service experience and should have proficient knowledge of patents and trademark policies and procedures. The CSR should also have effective listening and oral communication skills, speak English fluently, be proficient with a personal computer, electronic mail, data entry (minimum 35 wpm), and call center problem logging and ACD/telephone systems.

Customer Service Analyst

The Customer Service Analyst shall perform all of the analytical work required for the on-going management of the Contractor staff to the requirements of this SOW. The Analyst will be proficient in the following areas: effectively forecasting workload volumes based on historical USPTO volume information, effectively creating detailed schedules based on the workload forecasts, analyzing schedule adherence for call center staff, effectively reacting to changes between forecast and actual workload volumes to be able to meet service level and analyzing total work times to ensure customers are being efficiently serviced while CSRs are meeting the USPTO's performance expectations.

Tech Writer

The Tech Writer collects and organizes all written information required for preparation of deliverables; ensures the use of proper technical terminology; performs technical writing, editing, proofreading, and integration of computer-based material to produce document deliverables; and translates technical information into clear, readable documents to be used by non-technical personnel. Has knowledge and skills in technical documentation and presentation techniques, to include technical writing, technical proofreading, and technical editing. Demonstrates excellent command and articulation of the English language. Has superior grammatical skills.

C.10 WITHIN SCOPE CHANGES

Requirements within the scope of the contract may change at any time based on such things as changing fees, conditions, or legislation. Such changes will be conveyed by the Contracting Officer's Technical Representative (COTR) to the Contractor in accordance with the COTR's authority described in clauses G.1 and G.3.

C.11 OPTIONAL ENHANCEMENTS

Optional Enhancements (Items 0003 – 0008, 0011 – 0016, 0019 – 0024, 0027 – 0032, 0035 – 0040) to the requirements of this Contract may include, but not be limited to, the following:

- a. To assist in providing access for the public to a Customer Service Representative (CSR), the Contractor shall be able to provide such telephone response personnel to work up to and including seven (7) days per week, twenty-four (24) hours per day, and 365 days per year.
- b. To provide bonded CSRs to transcribe and process credit card information for distribution of certain products and services or to transcribe and transfer such information to another agency responsible for distribution of those certain products and services, could be required.
- c. To provide multi-lingual CSRs to provide telephone, email and other customer service support in a language other than English.

DEFINITION OF ACRONYMS and TERMS

1. **USPTO:** The United States Patent and Trademark Office, an agency of the United States Department of Commerce
2. **UCC:** The USPTO Contact Center, the front-line customer service center for the USPTO.
3. **UCCMS:** The USPTO Customer Contact Management System. This system, based on COTS customer service software, allows the USPTO to track and manage all customer service questions and requests.
4. **ACD:** Automatic Call Distribution. This is a system that queues and distributes calls to “agent” groups waiting to receive the calls. It also allows callers to wait in queue until an agent is available (instead of callers hearing a busy signal).
5. **“Multi-channel”:** supporting multiple customer communication means, including phone, email, fax and voicemail.
6. **ECC:** The Enterprise Contact Center. This system, based on COTS Multi-channel ACD software, is used by USPTO call centers to queue and route customer communications.
7. **“SR”:** abbreviation for “Service Request”. A service request is the name given to problem logs in the UCCMS system. Every customer problem should be logged as an SR in the UCCMS system.
8. **CSR:** Customer Service Representative. This refers to all staff whose primary function is to answer customer phone calls, emails, voice mail, faxes, postal mail and walk-ins.
9. **Delayed Arrival/Liberal Leave/Dismissal:** When inclement weather interferes with travel conditions, but is not severe enough to close government offices. Local radio and TV stations will announce a condition of “*Delayed Arrival/Liberal Leave/Dismissal*” for Government employees. This has no effect on the requirements of the Contractor, they are expected to report on time and to work scheduled shifts.
10. **Closing:** If the government announces that they will be closing due to weather conditions either for partial or full days. Office will be closed; contractors are not required to report to work or will be dismissed accordingly by the COTR.
11. **Positive Incentives:** If contractor performance/service level agreement is above numerical standard, detail will be recorded on “past performance report card”
12. **Negative Incentives:** If contractor performance/service level agreement has failed to meet the numerical standard for the month, a % of that month’s payment will be withheld and details will be recorded on “past performance report card”.
13. **Hours of Operation:** The total number hours per month per CSRs and appropriate management support to respond to telephone inquiries during the UCC hours of operation. The Contractor shall provide CSRs and appropriate management support to respond to customer inquiries during the UCC Hours of Operation which are 8:30 a.m. to 8:00 p.m. The Public Search Facility Hours of Operation, which are 8:00 a.m. to 8:00 p.m. Monday to Friday (except Federal Holidays).

SECTION D – PACKING AND MARKING

D.1 Marking Deliverables

Packing labeling, and marking of items to be delivered under this contract must comply with the Statement of Work and with instructions to be provided by the Contracting Officer's Technical Representative.

SECTION E- INSPECTION AND ACCEPTANCE

E.1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

Clause	Title	Date
52.246-04	Inspection Of Services- Fixed Price	August 1996
52.246-15	Certificate of Conformance	April 1984
52.246-16	Responsibility for Supplies	April 1984

E.2 INSPECTION AND ACCEPTANCE

- (a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of supplies and services to be provided under this contract.
- (b) Inspection and acceptance will be performed at:

The United States Patent and Trademark Office
600 Dulany Street
MDE, 7th Fl.
Alexandria, VA 22313
- (c) The services, supplies and equipment shall fully comply with the specifications set forth in the Statement of Work. The Government will inspect the services, supplies and equipment provided by the contractor on a random basis approximately four (4) times per day to ensure compliance with the performance and quality requirements specified in the Statement of Work. The Contracting Officer or his duly authorized representative will inspect and document the results of Government quality control activities under this contract. The Contractor will be provided with a copy of the Government Quality Control Form. The Government will perform inspection and acceptance of supplies and services to be provided under this contract.
- (d) The Contractor is required to provide an inspection system to assure that all services and equipment will conform to contract requirements and meet the acceptance criteria detailed in the Statement Of Work. The Contractor must perform all inspections required by the Government. The inspection system must be documented and available for review by the COTR upon request.
- (e) Inspection must be prescribed by clear, complete and current instructions. It must assure inspection of equipment, work in progress and copy quality. The Contractor's criteria for acceptance and rejection must be stated. The Contractor must take prompt action to correct

conditions that could have, or did result in nonconformance to the quality requirements and acceptance criteria of the contract.

- (f) The Contractor is responsible for providing conforming equipment supplies and services.

E.3 QUALITY ASSURANCE/QUALITY IMPROVEMENT PROGRAM

The Contractor shall develop, implement, and manage a Quality Assurance/Quality Improvement program to ensure that contact center personnel are performing in accordance with performance standards defined by the Government. At a minimum, the plan shall address service monitoring and calibration, effectiveness of service delivery, and a quality improvement program. The Contractor's personnel responsible for quality for each type of interaction supported (e.g., telephone, email) shall participate in calibration sessions with the Government and share the results of these sessions with contractor's quality professionals to ensure that they all define and perceive customer interactions in the same manner as the Government. For the initial 3 months immediately following the completion of transition activities, the Contractor shall participate in weekly calibration sessions for each type of interaction supported. As the Contractor gains more experience in responding to specific inquiries, the Government may reduce the frequency of the calibration sessions. Calibration sessions for telephone interactions may be separate from sessions for written inquiries. The Contractor's quality professionals shall monitor each full time CSR a minimum of 2 times a week for each type of interaction supported and shall prorate the monitoring sessions for part time CSRs, if any, so that they receive the same level of monitoring as do full time employees.

SECTION F – DELIVERABLES OR PERFORMANCE

F.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.242-15	Stop Work Order –Fixed Price	AUG 1989
52.242-17	Government Delay of Work	AUG 1984

F.2 PLACE OF PERFORMANCE

The United States Patent and Trademark Office
600 Dulany Street
MDW, 3rd Fl.
Alexandria, VA 22313

F.3 PERIOD OF PERFORMANCE

The period of performance of the Contract Line Item Numbers (CLIN) in Section B will be as follows:

Base Period:

Items 0001 and 0002: Effective date of contract through September 30, 2005

Option Period One:

Items 0003 through 0010: October 1, 2005 through September 30, 2006

Option Period Two:

Items 0011 through 018: October 1, 2006 through September 30, 2007

Option Period Three:

Items 0019 through 0026: October 1, 2007 through September 30, 2008

Option Period Four:

Items 0027 through 0034: October 1, 2008 through September 30, 2009

F.4 REPORTS

- (a) Delivery of reports, unless otherwise specified shall be made to the following individuals:

Mr. Mark Clayburn
United States Patent and Trademark Office
600 Dulany Street
MDW, 4A70
Alexandria, VA 22313

and

Ms. Darlene Armstead
U.S. Patent and Trademark Office
600 Dulany Street
MDW, 3C85
Alexandria, VA 22313
(571) 272-3187

- (b) Unless otherwise specified, all documents/reports prepared and submitted by the Contractor to the Government under this contract shall include the following information on the cover page of each document/report:

- (1) name and business address of the Contractor,
- (2) contract number
- (3) name, position, and location of the Contracting Officer's Technical Representative, and
- (4) date of report and time period covered.

- (a) The reports specified in C.8.1.3 shall be submitted by the Contractor; other reports may be requested at the discretion of the COTR.

F.5 DELIVERABLE SCHEDULE

The Contractor shall provide the following deliverables in accordance with the schedule set out below. The deliverables shall be provided in MS Word, PowerPoint, Excel, or MS Project format, as appropriate, and in hard copy if requested. All documents and reports delivered under this contract shall contain complete and accurate information, be timely, and be provided in the specified format. Deliverables under this contract will be review by the Government for completeness and accuracy. The Government will accept or reject the deliverables in writing within 10 working days from date of receipt.

Deliverable Schedule	
<i>Deliverable</i>	<i>Due Date/ Update Frequency</i>
Performance Reports (statistics per performance standards)	Daily, by 2 nd business day Weekly, by 2 nd business day of following week Monthly, by 3 rd business day of the following month Quarterly, by 5 th business day of the following quarter Annual, by 5 th business day of the following year
Status Report (summary data and narrative, adherence to performance standards)	Attached to Performance Reports above
Quality Assurance Plan	30 calendar days after award/notice to proceed/annually
Various Status, Operational and Management Reports	As required

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the administration of the contract will require maximum coordination between the Government and the Contractor. The following individuals will be the Government's points of contract during the performance of the contract.

(a) Contracting Officer's Technical Representative

A Contracting Officer's Technical Representative (COTR) will be designated on authority of the Contracting Officer to monitor all technical aspects and assist in administering the contract. The type of actions within the purview of the COTR's authority are to assure that the Contractor performs the technical requirements of the contract; to perform inspections necessary in connection with performance of the contract; maintain both written and oral communications with Contractor concerning the aspects of the contract within his/her purview; to issue written interpretations of technical requirements of Government drawings, designs and specifications; to monitor the Contractor's performance under the contract and notify the Contractor and Contracting Officer of any deficiencies observed; and to coordinate Government-Furnished Property or Data availability and provide for site entry of Contractor personnel if required. A letter of designation will be issued to the COTR with a copy supplied to the Contractor, stating the responsibilities and limitations of the COTR. This letter will clarify to all parties to this contract the responsibilities of the COTR. At no time may the scope of work, price, delivery dates, or other mutually agreed upon terms or provisions of the contract be changed without being executed in writing by the Contracting Officer authorizing such changes.

(b) Contracting Officer

All contract administration will be effected by the Contracting Officer, address as shown on the face page of this contract. Communication pertaining to contract administration matters will be addressed to the Contracting Officer. No changes in or deviation from the scope of work shall be effected without a Supplemental Agreement executed by the Contracting Officer authorizing such changes.

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)- TECHNICAL DIRECTION

- (a) The Contracting Officer hereby designates the individuals named below as the Contracting Officer's Technical Representatives:

NAME: Mr. Mark Clayburn
ADDRESS: U.S. Patent and Trademark Office
United States Patent and Trademark Office
600 Dulany Street
MDW, 4A70
Alexandria, VA 22313
PHONE: (571) 272-5410

NAME: Ms. Darlene Armstead
ADDRESS: U.S. Patent and Trademark Office
600 Dulany Street
MDW, 3C85
Alexandria, VA 22313
PHONE: (571) 272-3187

The COTR may be changed at any time by the Government without prior notice to the contractor but notification of the change, including the name and address of the successor COTR, will be promptly provided to the Contractor by the Contracting Officer in writing.

- (b) The responsibilities and limitation of the COTR are as follows:
- (1) The Contracting Officer's Technical Representative is responsible for the technical aspects of the project and technical liaison with Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
 - (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes that affect the contract price, terms, or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The CO may designate an alternate COTR(s) to act for the COTR(s). Any alternate COTR(s) will be reflected in a contract modification. The alternate COTR(s) can only act in the absence of the COTR.

G.4 INVOICING AND PAYMENT INSTRUCTIONS

- (a) Invoices shall be submitted in an original and two (2) copies to the following address:

U.S. Patent and Trademark Office
Mail Stop 6
PO BOX 1450
Alexandria, VA 22313-1450

- (b) To constitute a proper invoice, invoice must include the following information and/or attached documentation:
- (1) Name of Contractor, invoice number and invoice date.
 - (2) Contract number and task order number if applicable.
 - (3) CLIN, description, price, and quantity of services actually rendered.
 - (4) Payment terms.
 - (5) Name, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
 - (6) Other substantiating Documentation or information as required by the contract
- (c) If items are rejected for failure to conform to the contract requirement, the provisions in the Payment clause (FAR 52.232-25--see Section I) will apply to the new acceptance of replacement items.

G.5 INVOICING/PAYMENT FREQUENCY

The Contractor shall submit invoices on a monthly basis in equal installments based on the pro rata portion of the total price for all Contract Line Item Numbers (CLIN) that the contractor is performing under compared to the total period for those CLIN's.

G.6 ELECTRONIC PAYEMENT INFORMATION

- (a) The information required by the clause at FAR 52.232-28, Electronic Funds Transfer Payment Methods (See Section I) shall be forwarded by the Contractor to the below designated office no later than seven (7) calendar days after contract award.

U.S. Patent and Trademark Office
Mail Stop 6
PO BOX 1450
Alexandria, VA 22313-1450

- (b) If requested, a form will be provided to the successful contractor for this purpose. In the event payment is assigned to a bank, thrift, or other financing institution pursuant to the clause FAR 52.232-23, Assignment of Claims, the Contractor should forward the form to the assignee for completion.

G.7 STANDARDS OF CONDUCT

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Contractor is also responsible for ensuring that employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized.

G.8 CONTRACT ADMINISTRATIVE OFFICE

This contract will be administered by:

NAME: Christopher Hannah
Contracting Officer
ADDRESS: U.S. Patent and Trademark Office
Office of Procurement
MDE 7D41
Alexandria, VA 22313
PHONE: (571) 272-6555

G.9 ADJUSTING PAYMENTS

(a) Under the Inspection of Services Clause of this contract, payment may be adjusted if any services do not conform to the contract performance standards stated under Attachment D of this RFP. The Contracting Officer or a designated representative will inform the Contractor, in writing, of the type and dollar amount of the proposed deductions by the 10th workday of the month following the performance for which the deductions are to be made.

(b) The Contractor may, within 10 working days of receipt of the notification of the proposed deduction, present to the Contracting Officer specific reasons why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustments of the amount to be deducted. Failure to respond within the ten day period shall be interpreted to mean that the Contractor accepts the deductions proposed.

(c) All or a portion of the final payment may be delayed or withheld until the Contracting Officer makes a final decision on the proposed deduction. If the Contracting Officer determines that any or all of the proposed deductions are warranted, the Contracting Officer shall so notify the Contractor, and adjust payments under the contract accordingly.

SECTION H- SPECIAL CONTRACT REQUIREMENT

H.1 TYPE OF CONTRACT

(a) A firm Fixed-Price, Performance Based Service Contract will be issued as a result of this solicitation.

H.2 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this contract, including interpretations of the specifications, shall be binding on the Government unless furnished or agreed to in writing by the Contracting Officer or his/her designated representative.

H.3 GOVERNMENT HOLIDAYS/INCLEMENT WEATHER CONDITIONS

(a) The following legal holidays are observed by this Government agency. Holidays falling on Saturdays are observed on the Friday proceeding the holiday, while holidays falling on Sundays are observed on the Monday following the holiday.

New Year's Day
Martin Luther King, Jr's Birthday
Inauguration Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

(b) The Contractor shall comply with the aforementioned Government holidays and any other day designated by Federal Statute, Executive Order, or Presidential proclamation, therefore, the Government offices are closed to the Contractor's staff on the day(s) these holidays are observed. In addition, work shall not be required of the Contractor when federal offices are closed due to inclement weather conditions.

(c) Liberal leave/Delayed Arrival/Early Dismissal do not constitute closing of federal offices. The contractor is expected to provide full coverage in accordance with established hours of duty required under clause H.3 unless otherwise notified by the COTR.

H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT-FIXED-PRICE CONTRACT

(Applies only to items 0003, 0004, 0011, 0012, 0019, 0020, 027 and 028)

The Government has the option to extend the term of this contract up to an additional four (4), one-year periods. If more than 30-days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30-days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

H.5 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM.

(Applies only to items 0005 through 0010, 0013 through 0018, 0021 through 0026 and 0029 through 0034)

The Government may require the performance of the numbered line item(s), identified in the Schedule as an option item, in whole or in part at the price stated in the Schedule. The Contracting Officer may exercise the option by unilateral contract modification anytime within an option period as long as the contractor is provided written notification thirty-days prior to exercising the option item(s). This preliminary notification does not commit the Government to exercising the option item(s). If exercised, the Government plans to exercise the option items covered under this clause in the following pairs, however all sets of pairs may not be exercised at the same time:

<u>Option Period One</u>	<u>Option Period Two</u>	<u>Option Period Three</u>	<u>Option Period Four</u>
0005 and 0006	0013 and 0014	0021 and 0022	0029 and 0030
0007 and 0008	0015 and 0016	0023 and 0024	0031 and 0032
0009 and 0010	0017 and 0018	0025 and 0026	0033 and 0034

Once one of the above pairs of option items is exercised, the Government plans to exercise subsequent option item pairs for the same work (e.g. Expand hours) at the beginning of the following option period(s) for the full twelve month period of performance.

H.6 SERVICE CONTRACT ACT WAGE DETERMINATION

The contract is subject to the Service Contract Act of 1965. In the performance of this contract, the Contractor shall comply with the wage determination issued by the U. S. Department of Labor. The latest wage determination is incorporated into this contract as Attachment F.

H.7 KEY PERSONNEL

- (a) The Contractor shall assign to this contract the following key personnel:

Project Manager
Supervisor

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 30 days prior to making any permanent substitutions.

- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have qualifications that meet or exceed those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions.

The contract will be modified to reflect any approved changes of key personnel.

H.8 ORGANIZATIONAL CONFLICT OF INTEREST (OCOI)

H.8.1. General Statements

1. Access to and Use of Government-Furnished Information

a. If the contractor, in the performance of this contract, obtains access to information, such as PTO plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not:

- (1) Use such information for any private purpose unless the information has been released or otherwise made available to the public.
- (2) Compete for work with the PTO based on such information until the completion of this contract or until such information is released or otherwise made available to the public, whichever is latest.
- (3) Submit an unsolicited proposal to the Government that is based on such information until the completion of this contract or one year after such information is released or otherwise made available to the public, whichever is latest.
- (4) Release such information unless such information has previously been released or otherwise made available to the public by the PTO.

b. In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

2. Access to and Protection of Proprietary Information

a. The contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereafter referred to as "proprietary data") under this contract, it shall treat such information in accordance with any restrictions imposed on such information. The contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure.

b. In addition, the contractor shall obtain from each employee who has access to proprietary data under this contract, a written agreement in accordance with H.18 which shall in substance provide that such employee shall not, during his/her employment by the contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this contract. Furthermore, the contractor will instill in its employees the philosophy of Part 9.505-4 of the Federal Acquisition Regulation so that they will not use or disclose proprietary information or data generated or acquired in performance of this contract except as provided herein.

c. To the extent that the work under this contract requires access to proprietary, business, or financial data of others, and as long as such data remains proprietary or confidential, the contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such individuals or organizations.

H.8.2. Subcontracts

The contractor shall include this clause, including this paragraph, in consulting agreements and subcontracts of any tier. The terms “contract”, “contractor”, and “Contracting Officer” will be appropriately modified to preserve Government’s rights.

H.8.3. Representations and Disclosures

1. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the contractor has disclosed all such relevant information.

2. The contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

3. Prior to the commencement of work under any Contract Line Item Number (CLIN) under the contract, the contractor agrees to notify the Contracting Officer that no conflict of interest exists or to identify to the Contracting Officer any actual, apparent, or potential conflict of interest the contractor may have.

H.8.4. Pre-award Determination/Remedies/Waiver

1. Pre-award Determination: Determination by the Contracting Officer of an actual or potential organizational conflict of interest prior to award of the contract that can’t be avoided, mitigated or neutralized may preclude the contractor from receiving award of the resulting contract.

2. Remedies: The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

3. Waiver: Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer shall grant such a waiver in writing.

H.8.5. Modifications

Prior to a contract modification, when the Statement of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request and the contractor is required to submit either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

H.8.6. Government Indemnity

The contractor shall hold the Government harmless and indemnify the Government as to any cost or loss resulting from the unauthorized use or disclosure of third party information data or software by the contractor, its employees, subcontractors, or agents.

H.9 INSURANCE COVERAGE

Pursuant to the clause "Insurance- Work on a Government Installation (FAR 52.228-5), the Contractor will be required to present evidence to show, as a minimum, the amounts of insurance coverage indicated below:

- (a) Workers Compensation and Employer's Liability. The Contractor is required to comply with applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensation under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) General Liability.
 - (1) The Contractor shall have bodily injury liability insurance coverage written on comprehensive form of policy of at least \$500,000 per occurrence.
 - (2) Property Damage liability insurance shall be required in the amount of \$100,000.
 - (3) Automobile Liability. The Contractor shall have automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering the automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury, other than passenger liability, and \$200,000 multiplied by the number of seats or passengers, whichever is greater.

H.10 ACCESS TO GOVERNMENT FACILITIES

During the life of the contract, the rights of ingress to egress from the USPTO facility for Contractor personnel shall be made available as required. During all operations on Government premises, Contractor personnel shall comply with the rules and regulations of governing the conduct of personnel and the operation of the facility. The USPTO reserves the right to require Contractor personnel to sign in upon ingress to sign out upon egress from the USPTO facility.

H.11 ADVERTISING OF AWARD

The Contractor agrees not to refer to awards in commercial advertising in such manner as to state or imply that the services provided are endorsed or preferred by the Federal Government or that is considered by the Government to be superior to other services. Advertisements, press releases, and publicity of a contract by a supplier shall not be made without the prior express written permission of the Contracting Officer.

H.12 DUPLICATION OF EFFORT

The Contractor hereby certifies that the cost for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, not incidental to any other work, pursuit, research or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

H.13 AWARD TERM OPTION INCENTIVES

(a) In an effort to establish a long-term business relationship based on sustained superior performance, this contract provides the contractor the opportunity to earn the addition of up to three more option years of contract performance (beyond the base period and regular option periods) in the form of Award Term Options.

(b) Following the base period (and assuming the period of performance has been extended through the exercise of regular options), up to 3 award term options may be earned by the contractor through achieving and maintaining superior performance levels. These performance levels will be mutually agreed upon between USPTO and the contractor in the Award Term Incentive Plan. This plan will be bilaterally added to the contract within one year after contract execution. Within 6 months after award of the resulting contract, the successful Offeror shall submit a draft of the Award Term Incentive Plan to USPTO for negotiation.

(c) The USPTO will designate an Award Term Determining Official (ATDO), who will be responsible for the overall award term evaluation. The TDO will unilaterally decide whether or not the contractor has earned the addition of the award term option. If the TDO authorizes the addition of an award term, the contractor shall, within 90 days, submit a priced proposal for the subject award term option year. Following price negotiations, a supplemental agreement will be issued to revise Section B to include the new award term option year and prices. A successful award term evaluation shall not entitle the contractor to the award term option. The award term option will be exercised (unilaterally) by the Contracting Officer after evaluation in accordance with FAR 17.2, but only if the quality levels have been maintained from the time of the ATDO decision.

H.14 GOVERNMENT FURNISHED INFORMATION AND PROPERTY

The Government will furnish pertinent information to the Contractor for use in the performance of this contract. Examples of information available include, but are not limited to, the following:

Government Furnished Information (GFI)

- a. USPTO Customer Contact Management System (UCCMS) – a customer service system for logging all customer requests and all actions taken through completion of that request.
- b. Knowledge database (Knowledgebase), included in the UCCMS system
- c. Enterprise Contact Center (ECC) system: an Automatic Call Distribution (ACD) system used to route phone calls to the USPTO call centers
- d. UCC Business rules, response formats, guidelines, and preformatted responses
- e. UCC Escalation procedures and guidelines
- f. USPTO Reference Materials
- g. USPTO IT security policy and guidelines
- h. USPTO baseline software, and on-going software updates

Government Furnished Property (GFP)

- Workspace (desk) (Attachment A)
- Nortel telephone
- Headsets
- Office chair
- Facsimile machine
- HP 5si network printer

H.15 SECTION 8(a) DIRECT AWARD

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the U.S. Patent and Trademark Office. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Washington District Office
1100 Vermont Avenue NW, 9th Floor
Washington, D.C. 20043-4500
(202) 606-4000

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration function to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer or ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) it will adhere to the requirements of 52.219-14, Limitation on Subcontracting.

H.16 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when it anticipates difficulty in complying with the contract delivery schedule or date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details, provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date or of any rights or remedies provided by law or under this contract.

H.17 52.217-08 OPTION TO EXTEND SERVICES (November 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the last 30-days of the contract period of performance.

H.18 DUPLICATION AND DISCLOSURE OF CONFIDENTIAL DATA

Duplication or disclosure of confidential data provided by the USPTO or to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of the contract the Contractor may have access to confidential data that is the sole property of the USPTO, as well as access to proprietary data, which is the sole property of other than the contracting parties. The Contractor hereby agrees to maintain the confidentiality of all such data to which access may be obtained throughout contract performance whether title thereto vests in the USPTO or otherwise. The Contractor hereby agrees not to disclose said data, any interpretations thereof or data derivative there from, to unauthorized parties in contravention of these provisions without prior written approval of the CO or the party in which title thereto is wholly vested. This clause also applies to any subcontractors and/or consultants used by the Contractor.

H.19 SECRECY AND USAGE OF PATENT INFORMATION

Work under this contract does not affect the national security. However, patent applications are required by law (35 U.S.C. 122) to be kept in confidence. Information contained in any patent application file(s) is restricted to authorized Contractor personnel on a need-to-access basis.

The Contractor acquires no right or privilege to use or disclose any information contained in any patent application file (in any form whatsoever) except to perform the work under the contract. Further, the Contractor shall not copyright or make any use or disclosure whatsoever of any patent information contained in any application or related copy or data furnished the Contractor by the Government or obtained there from except performing the requirements of this contract.

Security requirements of patent application file data maintained in a computer-accessible medium are an extension of the security requirements for the hard copy or the patent application folders. All processing, storage or transmission of patent application file data by means of electronic communications systems is prohibited unless use of such systems is approved by the USPTO.

All personnel having access to patent application files or data or information concerning the same, must take the following at or affirmation, signed in writing:

"I do swear or affirm that I will preserve the applications for patents in secrecy, that I will not divulge any information concerning the same to unauthorized persons while employed in work under this contract or at any time thereafter; and that I take this obligation freely, and without mental reservation or purpose of evasion."

Each employee's signed oath, or affirmation, shall be retained in the Contractor's file, subject to inspection by authorized Government representatives.

Without advance notice, the Government shall have the right to inspect the Contractor's premises, records, and work in process pertaining to the secrecy of patent information.

H.209 CAR 1352.239-73- SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY RESOURCES

This clause is applicable to all contracts that include information technology resources or services in which the Contractor must have physical or electronic access to USPTO's sensitive or classified information, which is contained in systems that directly support the mission of the Agency. For purposes of this clause the term "Sensitive" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>);
- (2) The Office of Management and Budget (OMB) *Circular A-130, Appendix III, Security of Federal Automated Information Resources*, (<http://csrc.nist.gov/secplcy/a130app3.txt>) which states that there is a "presumption that all [general support systems] contain some sensitive information."; and
- (3) *The Computer Security Act of 1987* (P.L. 100-235) (<http://www.epic.org/crypto/csa/csa.html>), including the following definition of the term sensitive information "... any information, the loss, misuse, or unauthorized access, to or modification of which could adversely affect the national interest or the, conduct of federal programs, or the privacy to which individuals are entitled under section 552 a of title 5, Unites States Code (The Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy."

For purposes of this clause, the term "Classified" is defined by the guidance set forth in:

- (1) The *DOC IT Security Program Policy and Minimum Implementation Standards, Section 3.3.1.4* (<http://www.osec.doc.gov/cio/itmhweb/itmhweb1.html>).
- (2) The *DOC Security Manual, Chapter 18* (<http://www.osec.doc.gov/psy/>).
- (3) Executive Order 12958, as amended, Classified National Security Information. Classified or national security information is information that has been specifically authorized to be protected from unauthorized disclosure in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

Information technology resources include, but are not limited to, hardware, application software, system software, and information (data). Information technology services include, but are not limited to, the management, operation (including input, processing, transmission, and output), maintenance, programming, and system administration of computer systems, networks, and telecommunications systems. The Contractor shall be responsible for implementing sufficient Information Technology security, to reasonably prevent the compromise of USPTO IT resources for all of the contractor's systems that are interconnected with a USPTO network or USPTO systems that are operated by the Contractor.

All Contractor personnel performing under this contract and Contractor equipment used to process or store USPTO data, or to connect to USPTO networks, must comply with the requirements contained in the USPTO IT Security Handbook.

For all Contractor-owned systems for which performance of the contract requires interconnection with a USPTO network or that USPTO data be stored or processed on them, the Contractor Shall:

- (1) Provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract. The plan shall describe those parts of the contract to which this clause applies. The Contractor's IT Security Plan shall comply with federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 *et seq.*) and the Federal Information Security Management Act of 2002, Pub. L. No.107-347, 116 Stat. 2899, 2946-2961 (2002); Pub. L. No. 107-296, 116 Stat. 2135, 2259-2273 (2002). 38 WEEKLY COMP. PRES. DOC. 51, 2174 (Dec. 23, 2002)

(providing statement by President George W. Bush regarding Federal Information Security Management Act of 2002). The plan shall meet IT security requirements in accordance with Federal and USPTO policies and procedures that include, but are not limited to:

OMB Circular A-130, *Management of Federal Information Resources*, Appendix III, *Security of Federal Automated Information Resources*

(<http://csrc.nist.gov/secplcy/a130app3.txt>);

National Institute of Standards and Technology Special Publication 800-18, *Guide for Developing Security Plans for Information Technology Systems* (<http://csrc.nist.gov/publications/nistpubs/800-18/Planguide.PDF>) ; and

DOC Procedures and Guidelines in the *Information Technology Management Handbook* (<http://www.osec.doc.gov/cio/itmhwweb/itmhwweb1.html>). .

National Industrial Security Program Operating Manual (NISPOM) for classified systems (<http://www.dss.mil/isec/nispom.htm>); and

(2) Within 14 days after contract award, the contractor shall submit for USPTO approval a System Certification and Accreditation package, including the IT Security Plan and a system certification test plan, as outlined in USPTO Certification and Accreditation Technical Standard and Guideline. The Certification and Accreditation Package must be consistent with and provide further detail for the security approach contained in the Offeror's proposal or sealed bid that resulted in the award of this contract and in compliance with the requirements stated in this clause. The Certification and Accreditation Package, as approved by the Contracting Officer, in consultation with the USPTO IT Security Officer, shall be incorporated as part of the contract. USPTO will use the incorporated IT Security Plan as the basis for certification and accreditation of the contractor system that will process USPTO data or connect to USPTO networks. Failure to submit and receive approval of the Certification and Accreditation Package, as outlined above may result in termination of the contract.

(d) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

H.21 CAR 1352.239-74 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTORS/SUBCONTRACTOR PERSONNEL FOR ACCESSING USPTO AUTOMATED INFORMATION SYSTEMS

(a) Contractor personnel requiring any access to AISs operated by the Contractor for USPTO or interconnected to a USPTO network to perform contract services shall be screened at an appropriate level in accordance with Commerce Acquisition Manual 1337.70, *Security Processing Requirements for Service Contracts*. USPTO shall provide screening using standard personnel screening forms, which the Contractor shall submit to the USPTO Contracting Officer's Technical Representative (COTR) based on the following guidance:

Contract personnel performing work designated Contract High Risk and personnel performing work designated Contract Moderate Risk in the information technology (IT) occupations and those with "global access" to an automated information AIS require a favorable pre-employment check before the start of work on the contract, regardless of the expected duration of the contract. After a favorable pre-employment check has been obtained, the Background Investigation (BI) for Contract High Risk and the Minimum Background Investigation (MBI) for Contract IT Moderate Risk positions must be initiated within three working days of the start of work.

Contract personnel performing work designated Contract Moderate Risk who are not performing IT-related contract work do not require a favorable pre-employment check prior to their employment;

however, the Minimum Background Investigation (MBI) must be initiated within three working days of the subject's start of work on the contract, regardless of the expected duration of the contract.

Contract personnel performing work designated Contract Low Risk will require a National Agency Check and Inquiries (NACI) upon the subject's start of work on the contract if the expected duration of the contract exceeds 365 calendar days. The NACI must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work designated Contract Low Risk will require a Special Agreement Check (SAC) upon the subject's start of work on the contract if the expected duration of the contract (including options) exceeds 180 calendar days but is less than 365 calendar days. The SAC must be initiated within three working days of the subject's start of work on the contract.

Contract personnel performing work on contracts requiring access to classified information must undergo investigative processing according to the Department of Defense National Industrial Security Program Operating Manual (NISPOM), (<http://www.dss.mil/isec/nispom.htm>) and be granted eligibility for access to classified information prior to beginning work on the contract.

The security forms may be obtained from USPTO Office of Security. At the option of the government, interim access to USPTO AISs may be granted pending favorable completion of a pre-employment check. Final access may be granted only on completion of an appropriate investigation based upon the risk level assigned to the contract .

(b) Within 5 days of contract award, the Contractor shall certify in writing to the COTR that its employees, in performance of the contract, have completed annual IT security awareness training in USPTO IT Security policies, procedures, computer ethics, and best practices, in accordance with the USPTO Training Policy. The COTR will inform the Contractor of any other available USPTO training resources.

(c) Within 5 days of contract award, the Contractor shall provide the COTR with signed Nondisclosure Agreements as specified in Commerce Acquisition Regulation (CAR), 1352.209-72, *Restrictions Against Disclosures*.

(d) The Contractor shall afford USPTO, including the Office of Inspector General, access to the Contractor's and subcontractor's facilities, installations, operations, documentation, databases, and personnel used in performance of the contract. Access shall be provided to the extent required to carry out a program of IT inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of USPTO data or to the function of computer AISs operated on behalf of USPTO, and to preserve evidence of computer crime.

(e) The Contractor shall incorporate this clause in all subcontracts that meet the conditions in paragraph (a) of this clause.

(NOTE: Low Risk contracts whose duration is less than 180 days do not ordinarily require security processing. However, even though the contract is short in duration, based on any unusual circumstances that may exist, Special Agreement Checks (SACs) may be requested, at the discretion of the Contracting Officer's Technical Representative (COTR) and/or the USPTO Security Office.)

SECTION I - CONTRACT CLAUSES**I.1 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

NUMBER	TITLE	DATE
52.202-01	Definitions	Dec 2001
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.	Apr 1991
52.203-12	Limitations on Payments to Influence Certain Federal Transactions	Jun 2003
52.204-04	Printed or Copied Double-Sided on Recycled Paper	Aug 2000
52.204-07	Central Contractor Registration	Oct 2003
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 1995
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions To Offerors-Competitive Acquisition	Oct 1997
52.215-02	Audit and Records--Negotiation	Jun 1999
52.215-08	Order of Precedence -- Uniform Contract Format	Oct 1997
52.219-08	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns	Oct 2000
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-22	Previous Contracts and Compliance Reports	Feb 1999
52.222-26	Equal Opportunity	Apr 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Records on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans	Dec 2001
52.222-38	Compliance With Veterans' Employment Reporting Requirements	Dec 2001
52.222-41	Service Contract Act of 1965, as Amended	May 1989
52.222-43	Fair Labor Standards Act and Service Contract Act --Price Adjustment (Multiple Year and Option contracts)	May 1989
52.223-06	Drug-Free Workplace	May 2001
52.223-10	Waste Reduction Program	Aug 2000
52.223-13	Certification of Toxic Chemical Release Reporting	Aug 2003
52.223-14	Toxic Chemical Release Reporting	Aug 2003

NUMBER	TITLE	DATE
52.225-13	Restrictions on Certain Foreign Purchases	June 2003
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug. 1996
52.227-14	Rights in Data-General	Jun 1987
52.228-05	Insurance - Work on a Government Installation	Jan 1997
52.229-03	Federal, State, and Local Taxes	Apr 2003
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	Feb 2002
52.232-17	Interest	Jun 1996
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	Jan 1986
52.232-25	Prompt Payment	Oct 2003
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration	Oct 2003
52.233-01	Disputes	Jul 2002
52.233-03	Protest After Award	Aug 1996
52.237-03	Continuity of Services	Jan 1991
52.233-04	Applicable Law for Breach of Contract Claim	Oct 2004
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes - Fixed-Price (Alternate I)	Apr 1984
52.245-01	Property Records	Apr 1984
52.245-02	Government Property (Fixed-Price Contracts)	June 2003
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
52.252-06	Authorized Deviations in Clauses	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991

I.2 CLAUSES INCORPORATED IN FULL TEXT**52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be-

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts-

(i) The base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may-

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUNE 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C.450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract.

An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action --

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of --

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or

analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to

make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes

--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31

U.S.C.1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-18 -- Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and
 - (2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.
- (b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.
- (c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.
- (d)

(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The successful offeror under the competition will notify the USPTO Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
Customer Service Representative (0303)	GS-7/8
Lead Customer Service Representative (0303)	GS-9/10
Information Specialist (0301)	GS-9/11/12
Program Analyst (0343)	GS-12

(End of Clause)

52.244-06 Subcontracts for Commercial Items (Apr 2003)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

SECTION J – LIST OF ATTACHMENTS

J.1 ATTACHMENT LISTING

Attachment A:	USPTO's Floor Plan for UCC
Attachment B:	Past Performance Questionnaire
Attachment C:	Historical Workload
Attachment D:	Performance Matrix
Attachment E:	Personnel Resume Worksheet
Attachment F:	Department of Labor Wage Determination NO: 94-2103 REV (33)
Attachment G:	Example Hardware Configuration

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

52.204–8 Annual Representations and Certifications.

As prescribed in 4.1202, insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204–7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204–7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (b) applies.

☐ (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*].

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

52.204-06	Data Universal Numbering System (DUNS) Number	June 1999
52.215-01	Instructions to Offerors – Competitive Acquisition	May 2001
52.222-24	Preaward On-Site Equal Opportunity Compliance Review	February 1999
52.232-38	Submission of Electronic Funds Transfer Information with Offer	May 1999

L.2 52.233-2 SERVICE OF PROTESTS (DEVIATION FAR 52.233-2) (AUG 1996)

A. Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. PATENT & TRADEMARK OFFICE
OFFICE OF PROCUREMENT
MAIL STOP 6
PO BOX 1450
ALEXANDRIA, VA 22313-1450
ATTN: Chris Hannah

B. The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.3 AGENCY-LEVEL PROTEST PROCEDURES

AGENCY-LEVEL PROTEST PROCEDURES LEVEL ABOVE THE CONTRACTING OFFICER (DEC 1996)

1. **PURPOSE:** To implement the requirements of Executive Order No. 12979 and Federal Acquisition Regulation (FAR 33.103). On October 25, 1995, President Clinton signed Executive Order No. 12979, which directs heads of executive agencies to develop administrative procedures for resolving protests to awards of procurement contracts within their agencies at a level above the Contracting Officer. Authority to administer procurement-related directives has been delegated within the Department of Commerce through the Chief Financial Officer and Assistant Secretary for Administration to the Director for Acquisition Management (Procurement Executive). The Department's goal is to encourage protesters to resolve their protests at the agency level, help build confidence in the Government's acquisition system, and reduce protests to the General Accounting Office and other external forum. Prior to submission of an agency protest, all parties shall use their best efforts to resolve concerns raised by an interested party at the Contracting Officer level through open and frank discussions. If concerns cannot be resolved, protesters may use these procedures when a resolution is requested from the agency at a level above the Contracting Officer.

II. DEFINITIONS:

An agency protest is one that may be filed with either the contracting officer or the protest decision authority but not both. When a protester decides to file a protest at the agency level with the protest decision authority, the guidelines set forth in these established agency level protest procedures above the contracting officer apply. These procedures are in addition to the existing protest procedures contained in the Federal Acquisition Regulation (FAR) Part 33.102.

A day is a calendar day. In computing a period of time for the purpose of these procedures, the day from which the period begins to run is not counted. When the last day of the period is a Saturday, Sunday, or Federal holiday, the period extends to the next day that is

not a Saturday, Sunday, or Federal holiday. Similarly, when the Washington, DC offices of the Department of Commerce are closed for all or part of the last day, the period extends to the next day on which the Department is open.

III. PROCEDURES:

a. Protesters using these procedures may protest to the protest decision authority who will make the final decision for the Department.

Protests shall be addressed to:

U.S. Patent & Trademark Office
Ms. Jo-Anne Barnard
Chief Financial Officer and Chief Administrative Officer
PO Box 1450
ALEXANDRIA, VA 22313-1450
(FAX Number 571-273-0095)

The outside of the envelope or beginning of the FAX transmission must be marked "Agency-level Protest". The protester shall also provide a copy of the protest within 1 day to the responsible contracting officer and a copy to the addressee indicated below:

U.S. Patent & Trademark Office
Office of the General Counsel
PO Box 1450
ALEXANDRIA, VA 22313-1450
(FAX Number 571-273-0099)

b. Election of forum: While a protest is pending at the agency level with the protest decision authority, the protester agrees not to protest to the General Accounting Office (GAO) or any other external forums. If the protester has already filed with the GAO or other external forums, the procedures described here may not be used.

1. Protests based upon alleged improprieties in a solicitation which are apparent prior to bid opening or time set for receipt of proposals shall be filed prior to bid opening or the time set for receipt of proposals. If the contract has been awarded, protests must be filed within 10 days after contract award or 5 days after the date the protester was given the opportunity to be debriefed, whichever date is later. In cases other than those covered in the preceding two sentences, protests shall be filed not later than 10 days after the basis of the protest is known or should have been known, whichever is earlier.

2. To be filed on a given day, protests must be received by 4:30 PM current local time. Any protests received after that time will be considered to be filed on the next day. Incomplete submissions will not be considered filed until all information is provided.

3. To be complete, protests must contain the following information:

- (i) the protester's name, address, telephone number, and fax number
- (ii) the solicitation or contract number, name of contracting office and the contracting officer
- (iii) a detailed statement of all factual and legal grounds for protests, and an explanation of how the protester was prejudiced
- (iv) copies of relevant documents supporting protester's statement
- (v) a request for ruling by the agency
- (vi) Statement as to form of relief requested
- (vii) all information establishing that the protester is an interested party for the purpose of filing a protest
- (viii) all information establishing the timeliness of the protest

All protests must be signed by an authorized representative of the protester. Within 14 days after the protest is filed, the Contracting Officer will prepare an administrative report that responds to the issues raised by the protester and addresses any other issues, which, even if not raised by the protester, have been identified by agency officials as being relevant to the fairness of the procurement process. For good cause shown, the protest decision authority may grant an extension of time for filing the administrative report and for issuing the written decision. When an extension is granted, the protest decision authority will notify the protester and all interested parties within 1 day of the decision to grant the extension. Unless an extension is granted, the protest decision authority will issue a decision within 35 days of the protest. The protest decision authority's final decision will be binding on the Department of Commerce and not subject to further appeals. The protest decision authority shall send a written ruling and a summary of the reasons supporting the ruling to the protester by certified mail, return receipt requested with information copies to the applicable contracting office and Office of Acquisition.

Management. Effect of protest on award and performance:

When a protest is filed prior to award, a contract may not be awarded unless authorized by the Head of the Contracting Activity (HCA) based on a written finding that:

- (i) The supplies or services are urgently required,
- (ii) delivery or performance would be unduly delayed by failure to make the award promptly, or
- (iii) a prompt award will be in the best interest of the Government.

When a protest is filed within 10 days after contract award or 5 days after a debriefing date was offered to the protester under a timely debriefing request in accordance with FAR 15.1004, whichever is later, the Contracting Officer shall immediately suspend performance pending the resolution of the protest within the agency, including any review by an independent higher official, unless continued performance is justified. The HCA may authorize contract performance, notwithstanding the protest, based on a written finding that:

- (i) contract performance would be in the best interest of the United States, or
- (ii) urgent and compelling circumstances that significantly affect the interests of the United States will not permit waiting for a decision.

IV. REMEDIES:

The protest decision authority may grant one or more of the following remedies:

(1) terminate the contract, (2) re -compete the requirement, (3) issue a new solicitation, (4) refrain from exercising options under the contract, (5) award a contract consistent with statutes and regulations, (6) amend the solicitation provisions which gave rise to the protest and continue with the procurement, (7) such other remedies as the decision-maker may determine are necessary to correct a defect.

L. 4 PROPOSAL REQUIREMENTS

Offerors are required to submit one (1) original and three (3) copies each of Volume 1, Technical Proposal, and Volume 2, Price Proposal.

The Volume 1 Technical Proposal shall address the following factors:**A. TECHNICAL/MANAGEMENT PLAN**

Offeror's technical approach to meeting the requirements in Section C of the RFP

Offeror's experience level of proposed staff

Offeror's labor Mix of Proposed Staff / Realism of the Proposed Staff

Offeror's proposed Quality Assurance Surveillance Plan (QASP)

Offeror's proposed Transition Plan

B. PAST PERFORMANCE

Offeror's submitted Past Performance Questionnaire

Offeror's demonstration of its previous experience for services that are the same or similar to the services required by Section C of this RFP

The Volume 2 Price Proposal shall contain the following items:

(1) Price Proposal (Time and Material)

(2) A completed Section K (Certifications and Representations)

A. Technical Proposal

The Technical Proposal shall not exceed a total of thirty (30) pages in length (not including Attachments A through G (with supporting material). In addition, foldouts (11x17) will count as two pages against the total page limitation. The Technical Proposal shall address the following factors and subfactors as described below:

Evaluation Factor A: Technical/Management Plan

The USPTO project team will assess the Offeror's ability to provide and manage the full range of services necessary to perform the resulting contract successfully. The Technical/Management Plan evaluation will consider the quality, completeness, responsiveness, relevance, and realism of proposed services. The USPTO Project Team will evaluate the following sub-factors in evaluating the Offeror's Technical/Management Plan. .

1. Offeror's technical approach to meeting the requirements in Section C of the RFP.
2. Offeror's experience level of proposed staff. The experience level of the proposed staff will be measured against the requirements of Section C.9 of the RFP. Offeror shall provide resumes for proposed personnel (**minimum of one per labor category**) required in Section C.9 of the RFP that would be assigned to the resulting contract. The resume shall be submitted in accordance with the format found in Attachment E of the RFP. The Offeror must submit a letter of commitment for any proposed personnel not currently employed by the prime/subcontractor(s) committing the employee to work for the prime/subcontractor contingent upon award of the contract and also stating **either** the fully burdened labor rate **or** the direct hourly rate the employee has agreed to work for. This letter must be signed by the prospective employee and **must be submitted as part of the Offeror's Price Proposal**.
3. Offeror's labor Mix of Proposed Staff / Realism of the Proposed Staff.. If the title of the Offeror's proposed labor categories don't match the labor categories listed under Section C.9 of this RFP, the Offeror must provide a "road map" between its proposed labor categories and those required under this RFP. Offerors are permitted to propose labor categories in addition to the ones required in Section C.9 if Offerors believe they are necessary to complete the work required in Section C. However, if Offerors propose labor categories in addition to the ones required in Section C.9, Offerors must provide the position description/definition for each unique labor category and must map these additional labor categories back to the requirements listed under the labor categories required in Section C.9.

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4. Offeror's Quality Assurance Surveillance Plan (QASP). The Offeror must prepare and submit a comprehensive Quality Assurance Plan for the required services. Under this sub factor, the Offeror must also demonstrate the use of a Quality Assurance Plan under a contract or contracts similar in type, size and scope to this requirement. The Quality Assurance plan must address, but is not limited to, the following items:

Performance measures and standards for services required in this RFP against which the Offeror's performance will be measured. **In addition to the minimum performance standards for Operations stated in Attachment D to this RFP, the Offeror must also propose performance measures, standards and metrics that cover all other parts of Section C in its proposed Quality Assurance Surveillance Plan.**

5. Offeror's Transition Plan. The Offeror must prepare and submit a comprehensive Transition Plan that contains a migration strategy that will provide for completing the transition of the existing UCC operations from the incumbent contractor's staff to the successful offeror's staff within thirty (30) days after award of the resulting contract.

Evaluation Factor B: PAST PERFORMANCE

The Project Team will assess the Offeror's past and present performance in providing identical or similar products and services in programs of similar size and complexity. The USPTO will utilize past performance information submitted by each offeror in response to the solicitation. Each offeror will have the cognizant contract reference complete a Past Performance Questionnaire for each contract provided as a past performance reference under its proposal (see Attachment B to this RFP). Each prime contractor and any proposed subcontractor **shall provide three (3) Government and/or commercial past performance contract references**. These contract references must be currently in process or completed within the past three years. The Project Team will also assess the relevance of the Offeror's submitted Past Performance Questionnaires.

During the evaluation process, the USPTO may use a variety of information sources in addition to information provided by the Offeror. These sources may include, but are not limited to, technical reports, commercial or any available published information, and information derived from present or past Government or commercial customers of the Offeror. The USPTO may use past performance information obtained from sources other than those identified by the Offeror. Those Offerors who have no relevant past performance history will not be evaluated either favorably or unfavorably on past performance. Past performance information obtained will be used for both responsibility determination and the best value decision.

The offeror shall also demonstrate its previous experience for services that are the same or similar to the services required by Section C of this RFP. The Project Team will assess the relevance and quality of the Offeror's previous experience.

B. Price Proposal

The Price Proposal shall contain the following items:

(1) Offerors price proposal shall be broken out to match the level of detail of Section B of the RFP (i.e. by CLIN and SLIN), for the base period and each of the four option periods. In addition, Offerors shall also show what workload estimate their pricing is based on. This information shall be provided by period (base period and each of the four option periods) as well as by CLIN. The price proposal shall also show the un-escalated direct labor rates for the labor categories required in Section C.9 of this RFP and show all direct labor burdens (i.e. labor escalation, labor overhead, G&A, profit and any other direct costs). If the title of the Offeror's proposed labor categories don't match the labor categories listed under Section C.9 of this RFP, the Offeror must provide a "road map" between its proposed labor categories and those required under this RFP. The Offeror's proposed labor mix must be consistent with the labor mix proposed under Technical Evaluation Factor A, Sub factor 3. Wage Determination No.: 94-2103, Revision No. 33, dated March 10, 2005 may be applicable to some of the labor categories that may be proposed under this requirement (see Attachment F to this RFP). If a proposed labor category is covered under the aforementioned Wage Determination, each Offeror must identify the proposed labor category that is covered and must state the applicable Wage Determination Labor Category. Finally, Offeror's must clearly show that they meet the requirements of FAR Clause **52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**.

The USPTO will examine the following elements in evaluating the Offeror's Price Proposal:

- A. Whether the proposed costs are realistic when compared to the technical approach.
- B. Whether the proposed costs are fair and reasonable to the Government based on the competitive market forces. The USPTO will also utilize its independent government price estimate calculated for the requirement to help determine price reasonableness.

Offerors must fully explain the elements of their price proposal. The Government will evaluate offers for award by adding the total price for all option years to the total price for the basic year. Evaluation of options will not obligate the Government to exercise the option(s).

(2) Certifications and Representations.

The Certifications and Representations provided in Section K of this solicitation shall be completed, signed and provided with each Offeror's proposal.

(3) Per Clause H.7, ORGANIZATION CONFLICT OF INTEREST, the offeror shall list the contract number of all USPTO contracts it is currently performing under, either as a prime or subcontractor, and shall state whether it is performing as a prime or subcontractor.

(4) The Offeror shall provide its Dun and Bradstreet (DUNS) number.

L.5 SUBMISSION REQUIREMENTS

All proposal documents shall be submitted as outlined below:

- paper form (one original and three (3) copies) on white, untextured paper;
- one copy on a CD formatted for Microsoft Office 97 (or newer) compatible with Intel-based personal computer systems and formatted for 8 1/2" by 11" single-spaced print (any 11"x17" foldouts should be formatted for 11"x17", landscape, single-spaced print, 12 pt type);
- page margins shall be one (1) inch on all sides;
- the type for all proposal documents (including charts and graphs) shall be black;
- the font shall be Times New Roman 12 pt;

Failure to submit proposals in compliance with these requirements may result in a determination that the proposal is non-compliant, which may eliminate the proposal from further consideration.

Submission of proposals, modifications or withdrawals of proposals shall not be accepted by facsimile or E-mail.

Documents shall be delivered as a single package and be marked with the Solicitation No. DOC-52-PAPT-05-01011 on the outside of the package.

All proposal documents shall be received no later than 2:00 p.m., Eastern Standard Time (EST), June 1, 2005.

IMPORTANT: Depending on the mode of delivery, Offerors' responses should be addressed as follows:

<u>U.S. Postal Service</u>	<u>*Hand carried, Courier, or Non-USPS Mail Service</u>
U.S. Patent and Trademark Office	U.S. Patent and Trademark Office
Attn: Chris Hannah	Attn: Chris Hannah
Office of Procurement	Office of Procurement
Mail Stop 6	Madison East
PO BOX 1450	7 th Floor, Corridor D, Room 41
ALEXANDRIA, VA 22313-1450	600 Dulany St.
	Alexandria, VA 22313-1450

When proposals are hand-carried or sent by courier service, the Offeror assumes the full responsibility for insuring that the proposals are received by the date and time specified above.

***The rights of ingress and egress to and from USPTO facilities for Contractor personnel is controlled by security. Therefore, Offerors are responsible for allowing sufficient time to be processed through security to ensure that its proposals are received by USPTO's Office of Procurement by the time and date specified above.**

L.6 QUESTIONS AND RESPONSES

All questions pertaining to the RFP shall be submitted electronically to chris.hannah@uspto.gov. Questions must identify the author and company name. All questions and responses pertaining to the RFP will be published and made available at <http://www.uspto.gov/web/offices/ac/comp/proc/currproj.htm>. The identity of the author and associated company name that submitted the question will not be published. All questions regarding the RFP are due by 2:00 p.m. E.S.T. May 13, 2005. Receipt of late questions will **not** result in an extension to the proposal due date, nor can the USPTO guarantee that a response will be provided before the proposal due date.

The USPTO requires the e-mail address of each company submitting a proposal in response to this RFP. Correspondence concerning this RFP may be conducted by e-mail. The e-mail address may be placed in any cover letter that accompanies the proposal.

OFFERORS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE PERSON IN BLOCK 10 OF THE SF33 ABOUT ANY ASPECT OF THIS REQUIREMENT PRIOR TO CONTRACT AWARD.

L.7 INCUMBENT CONTRACTOR

This requirement is currently being performed under USPTO Contract 50-PAPT-0-01003. The current contractor is as follows:

Systems Integration, Inc.
8201 Corporate Drive, Suite 300
Landover, MD 20785

L.8 INCURRING COSTS

The USPTO shall not be obligated to pay any cost incurred by the Offeror in the preparation and submission of a proposal in response to the solicitation. The Offeror is advised that the Contracting Officer is the only person who can legally obligate the USPTO for the expenditure of public funds in connection with this procurement.

L.9 INVITE AND RECEIVE OFFEROR'S SUBMISSIONS

Offerors who wish to respond to the USPTO's needs as outlined in this RFP shall submit all documents as defined in Sections L.4 and L.5. Offerors shall submit statutorily required Certifications and Representations for review by the USPTO (See Section K). All incomplete and/or non-compliant proposals may be removed from consideration and the Offeror notified. Offerors who fail to submit the requested information as detailed in Section L of the RFP by the proposal due date will not be considered for further evaluation.

L.10 PERIOD FOR ACCEPTANCE OF OFFERS

In compliance with the solicitation, the Offeror agrees, if this offer is accepted within 180 calendar days from the date specified in the solicitation for receipt of proposals, to furnish any or all services upon which prices are bid.

L.11 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

SECTION M -- EVALUATION FACTORS FOR AWARD

M.1 “BEST VALUE” DETERMINATION AND CONTRACT AWARD

In evaluating proposals submitted, the USPTO will make a best value determination across all eligible proposals. That is, the USPTO will select the proposal that offers the best value to the Government, non-price and price factors considered. In making this selection, the USPTO is more interested in obtaining superior non-price capabilities and innovative approaches than in making an award at the lowest price. However, the USPTO will not award a contract at a significantly higher overall price to achieve slightly superior non-price capabilities. Additionally, USPTO reserves the right to award a contract at a higher overall price for significantly superior non-price capabilities. As proposals become more equal in their non-price capabilities, the evaluated price increases in relative importance.

M.2 BASIS OF CONTRACT AWARD

Award of the contract will be made to the responsive, responsible Offeror whose proposal, including all options, contains the combination of non-price and price factors offering the best overall value to the USPTO. This will be determined by comparing differences in the USPTO evaluated value of each Offeror's non-price and price factors. The USPTO shall determine what tradeoff among non-price and price factors promises the greatest value to the USPTO.

The basis for award of a contract as a result of the RFP will be an integrated assessment by the USPTO based on the evaluation factors described below. Award will not be automatically determined by numerical calculation or formula.

To be eligible for source selection and contract award, the Offeror shall meet the following conditions:

- * Proposal is responsive to the requirements in the solicitation and demonstrates the Offeror's capability to perform the requirements in Section C
- * Determined to be responsible according to the standards of FAR Subpart 9.1
- * Complies with all applicable laws and regulations and agrees to terms and conditions set forth in the solicitation

M.3 AWARD WITHOUT DISCUSSIONS

In accordance with FAR 52.215-1, the Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In accordance with the Patent and Trademark Office Acquisition Guidelines (PTAG) if discussions are deemed necessary, the Government will limit the competitive range to the three (3) highest evaluated Offerors. Also, in accordance with the PTAG, the USPTO Contracting Officer may conduct discussions with only the highest ranked Offeror based on the evaluation factors set forth in the solicitation. If the USPTO Contracting Officer is unable to reach agreement with this Offeror, discussions will be initiated with the next highest-ranked firm. This process will continue until those firms remaining in the competitive range have been considered. If agreement cannot be reached, discussions may be re-opened with all firms in the competitive range or the solicitation may be canceled.

An electronic version of the PTAG may be accessed at (<http://www.uspto.gov/web/offices/ac/comp/proc/toc.htm>),

M.4 EVALUATION FACTORS

The USPTO will evaluate each Offeror based on its responses to the evaluation factors and sub-factors provided below:

A. TECHNICAL/MANAGEMENT PLAN

Offeror's technical approach to meeting the requirements in Section C of the RFP

Offeror's experience level of proposed staff

Offeror's labor Mix of Proposed Staff / Realism of the Proposed Plan

Offeror's proposed Quality Assurance Surveillance Plan (QASP)

Offeror's proposed Transition Plan

B. PAST PERFORMANCE

Offeror's submitted Past Performance Questionnaire

Offeror's demonstration of its previous experience for services that are the same or similar to the services required by Section C of this RFP

C. PRICE

M.5 WEIGHTING OF EVALUATION FACTORS

Of the above evaluation factors, Factor A is more important than Factor B. Additionally, Factors A and B together are more important than Factor C. Additionally, under Factor A, sub-factors 1 through 5 are listed in descending order of importance.

M.6 EMPLOYMENT OF INDIVIDUALS WITH HANDICAPS

The USPTO encourages Offerors to team with a JWOD Act eligible non-profit agency as defined in Chapter 51 of Title 41 of the C.F.R and/or to hire handicapped personnel to fulfill the requirements in this RFP.

M.7 SINGLE AWARD

Multiple awards or awards by line item will not be made.

M.8 UNBALANCED OFFERORS

The USPTO reserves the right to reject an offer if it is materially unbalanced as to prices, and it is determined that award of such an offer would not result in the lowest overall price to the USPTO, or may otherwise be improper. An offer is unbalanced when it is based on prices significantly less than the cost for some items and prices which are significantly overstated for other items.